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Of carduation with the period. As such, please also further investigate the minimum number of hours a Fire Fighter must worked in a given You will find there are thirteen (13) 212 hour periods each year which MUST BE MET before a fire fighter begins to work in a 28 DAY PERIOD.

As you well know, this 28 DAY time period is NOT the same as a CALANDER MONTH (refer to the Correctoral Officer's Training Schedule). If you still feel to "ually for the EXTRA 5 Pate time (4 hours) on this basis for the MONTH OF MAY. It is listed above as "IF ELIGIBLE" ONLY! I do NOT expect perment per FLI

FAX COVER

To: U.S. Department of Labor

Company : Att: Complaint Dept. - Abuse

Fax Number : 12022197797

From : R.W. Hoffmann

Company: CONFIDENTIAL

Fax Number : 7072548830

Subject: Copy of documents forwarded to my State Senator's office

Pages including cover page: 16

Date: 3/22/2000

Time: 1:55:38 PM

MESSAGE

FAX COVER

To: K. Woodson

Company: State Senator Wesley Chesbro's Office

Fax Number : 2241992

From; R.W. Hoffmann

Company: CONFIDENTIAL

Fax Number: 7072548830

Subject: Copy of December 7, 1999 document

Pages including cover page: 15

Date: 3/13/00

Time: 3:58:30 PM

MESSAGE

Upon delivery (personal delivery and Certifed Mail #Z 211 647 289) of the December 2, 1999 document, I received my 'termination' letter informing me I will no longer be able to work in the 'PRIVELEDGED' limited light duty position offered me since 11/15/99.

This should help describe this seemingly combicated issue I request be forwarded to the appropriate trained/educated personnel within your office in order to "FULLY" understand how virtually all applicable Law has been misinterpreted and misapplied to usurp literally hundreds of thousands of dollars for personal gain.

It is absurd to even begin to accept the possibility L.Rodriquez, Fire Chief's statement on February 16, 2000, "ASP is in full compliance..." Who does he think he [and the entire administration] is trying to fool? Why is he so reluctant to accept the truth?

Please take the time to fully investigate these allegations. My 'personal leave accounts' are nearly exhausted. Soon I will not be able to provide for my family.

I am not just going to 'go away' as they are hoping without a full investigation by every possible entity [with proper jurisdiction] available to each California State citizen.

Thank you for your time.

R. Hoffmann

California

Department of Corrections Avenal State Prison

Memorandum

Date

December 7, 1999

To

W. M. Mayfield,

Associate Warden

via

L. Rodriquez,

Fire Chief

Subject:

Addendum To Previously Submitted Memorandum Dated December 2, 1999: Memorandum of Understanding, Sec. 17.02; Firefighter Hours of Work and Compensation Discrimination Practices; Retaliatory Tactics From FF/CI P. R. Mitchell and FF/CI D. C. Dixon; March 1994 (through March 26, 1999)

Upon writing the memorandum dated December 2, 1999, several discoveries were made. Please allow me to clarify the following:

To begin, the referred 199.38 ACTUAL hours worked and resulting 12.62 hours "SHORT" or deficiency of the Mandatory 212 hour minimum worked in an established Fair Labor Standards Act (FLSA) twenty eight (28) day period, is an AVERAGE per twenty eight (28) day work period calculated over an entire calendar year.

The current [EXHIBIT "B"] and proposed [EXHIBIT "C"] Memorandum of Understanding (MOU) is very specific. Section 17.02, Paragraph (A) specifically states: "The work schedule for full-time 7k exempt Firefighters on twenty four (24) hour shifts employed by the Department of Corrections shall be up to two hundred and sixteen (216) hours (very important) in a twenty-eight (28) day work period. Please see the "Bargaining Unit 6, 7k Period" [EXHIBIT "D" attached] and the "Avenal State Prison 7K Work Periods Calendar" [EXHIBIT "E" attached].

In other words, it is <u>agreed</u> 7k exempt Firefighters will not work and <u>SHALL NOT</u>
 <u>be scheduled more than nine (9) twenty four (24) hour shifts</u> in a twenty-eight
 (28) day work period.

Also, Section 17.02, Paragraph (D) specifically states: All full-time 7k exempt Firefighters shall be normally scheduled nine (9) twenty four (24) hour shifts per pay period, except Firefighters at NCWF, (SATF, SVSP), and Lancaster.

 To further clarify, it is agreed we shall be scheduled nine (9) twenty four (24) hour shifts per pay period or twelve (12) times each calendar year.

Now we must multiply nine (9) twenty-four (24) hour shifts by the number of pay periods per year to determine the number of shifts per year. The result is one hundred and eight (108) twenty-four (24) hour shifts per calendar year.

2

The next step is to determine the number of twenty four (24) hour shifts in each of the thirteen (13) annual FLSA established twenty eight (28) day periods [EXHIBIT "D" and EXHIBIT "E" attached] to determined if in fact time worked is compensable as "OVERTIME." The result is eight (8) with a remainder of four (4). We then subtract four (4) from the thirteen (13) FLSA twenty-eight (28) day work periods which equals a difference of nine (9). Or in plain English:

- It is <u>agreed</u> per current [EXHIBIT "B"] and proposed [EXHIBIT "C"] MOU contract language each and every 7k exempt Firefighters work nine (9) twenty eight (28) day work periods which contain only <u>eight</u> (8) twenty four hour shifts [one hundred and ninety two (192) hours worked; twenty (20) hours short of the FLSA minimum for the purposes of "overtime" calculation].
- Additionally, each and every 7k exempt Firefighter works ONLY four (4) twenty-eight (28) day work periods, which do contain nine (9) twenty four (24) hour shifts. This means the four (4) hours of EXTRA half-time which is compensable per FLSA continues to be paid UNLAWFULLY each and every pay period regardless if the FLSA minimum is/was ever met since the "FLSA Attendance/Worksheet" [EXHIBIT "A"] was first utilized plus or minus twelve (+12) years ago.

To further clarify, nearly 70% of the FLSA established twenty-eight (28) day work periods only contain 192 hours in which all 7k exempt Firefighters work *State-wide*. In other words, a twenty four (24) hour shift of "overtime" ("overtime" as determined by the "FLSA Attendance/Worksheet" [EXHIBIT "A"]) worked in one of these nine (9) periods will bring the resulting 'total hours worked' up to the agreed MOU contract language maximum of two hundred sixteen (216) hours worked... And therefor should only be compensable for the four (4) hours of EXTRA half-time (approximately \$40.00) per Section 17.02, paragraph (A) "in accordance with the provisions of the Fair Labor Standards Act," [EXHIBIT "B" and EXHIBIT "C" attached].

• If we use a Firefighter's artificially inflated "1.0" hourly rate at \$20.00 per hour, [please compare to Sec. 17.02, (E)(1) for the "TRUE" and agreed formula] the Premium "1.5" OVERTIME rate then becomes \$30.00 per hour. The current "FLSA Attendance/Worksheet" form [EXHIBIT "A" attached] yields seven hundred and twenty dollars (\$720.00) for EVERY "extra" twenty four (24) hour shift worked which results in an OVERPAYMENT of six hundred and eighty dollars (\$680.00) in which the State of California has ABSOLUTELY NO OBLIGATION TO REMIT! [\$720.00 "Premium Overtime" (and I mean PREMIUM!) minus \$+40.00 of EXTRA half-time equals \$680.00!].

Not only does this reveal SEVERE misappropriation of State Funds CONTINUES to occur each and every month in which 'alleged overtime' occurs, but now it must be determined if the Firefighter's work schedule was assigned and approved as stated in the current [EXHIBIT "B"] and proposed [EXHIBIT "C"] Memorandum of Understanding (MOU). Remember, all 7k Exempt Firefighters cannot be scheduled more than nine (9) twenty four (24) hour shifts in a twenty eight (28) day work period <u>AND</u> must be scheduled to EXACTLY nine (9) twenty four hour (24) shifts per pay period.

Two (2) questions:

"Has the work schedule been unknowingly approved to assign the Fire Fighter, Correctional Institution's at Avenal State Prison (and ALL other Institutions Statewide) more than nine (9) twenty four (24) hour shifts in a twenty eight (28) day work period as established by "THE" "Avenal State Prison 7K Work Periods Calendar" [EXHIBIT "E" attached]?"

AND

"Is it possible each Fire Fighter, Correctional Institution has NOT received the resulting "<u>LAWFUL</u>" overtime they in fact earned "in accordance with the provisions of the Fair Labor Standards Act" if they were inadvertently <u>SCHEDULED</u> more than two hundred and sixteen (216) hours in any <u>established</u> twenty eight (28) day period?" Perhaps only an audit could prove either way.

I hereby do NOT waive and maintain any and all rights of protection provided me in the disclosure of this information. I request your immediate investigation and patiently wait your response to the statements contained herein. As I stated earlier this date, for my personal protection, I request the immediate notification the moment FF/CI P. R. Mitchell and FF/CI D. C. Dixon are informed of a pending investigation (if any). I feel failure to do so WILL put my person unknowingly in peril danger out of genuine fear of the threats placed on my person from March 1994 through March 26, 1999. [The threat of severe bodily injury and DEATH ("sickle" shaped knife blade (concealable weapon by all definitions) discovered in my Fire House "in-box" on the "Staff" desk (and therefor accessible to Inmates) on March 9, 1999].

Hence, the four (4) unknown white tablets discovered in my personal drinking beverage with assigned with FF/CI D.C. Dixon: The same date (March 26, 1999) of my meeting with you at approximately 1000 hours in your office regarding my concern for my personal safety while assigned UNSUPERVISED with this particular "co-worker." As I recall, you stated I should, "Take it like a man!" and just "...get along!"

Please note, I thought it was rather odd you felt it was more important for me to have spent time typing my recently completed (hand written) Fire Inspection Reports (a task which can be accomplished by an inmate at \$0.27 per hour) instead of completing the above clarified statement and details contained herein. I simply utilized this time efficiently as I waited for you to return from the Fire House to deliver to my temporary work station the computer disk which contained the 'blank' Fire Inspection form I had requested to complete each report. A disk you stated you were unable to recover and therefor were unable to deliver to me complete this worked on the computer as you requested.

Please also note, I feel a bit 'uneasy' regarding the timing of the process exercised to terminate me from my "transitional" light-duty assignment effective December 13, 1999

[EXHIBIT "F" attached]. Though I had a lengthy conversation with Bonnie Massey, Health and Safety, this date regarding my concerns, I have been working very hard to generate revenue (CEASE AND PREVENT THE CONTINUED SEVERE MISAPPROPRIATION OF STATE FUNDS) for the State of California; my employer of nearly sixteen (16) years total 'SERVICE' (to make a difference).

Perhaps it has not yet set in my conservative estimate using the "current" formula [If only an average of thirteen (13) hours of TOTAL "OVERTIME" per month, per Institution State-wide] causes an extra +\$15,000 in expenditures per month in which the State has absolutely no obligation to remit... times twelve (12) pay periods per year... times twelve (12) calendar years since its inception. You can 'crunch' the DECEPTIVE numbers which I now refuse to continue to record on my Official Time-Keeping records just to maintain the "status quo."

Lastly, I do not agree with your (twice) denial of my recent mileage reimbursement "Travel Expense Claim" form submitted on 12/3/99 for an unnecessary trip to Corcoran State Prison; rescheduled appointment without any notification to Avenal State Prison. These were circumstances clearly out of both my and Avenal State Prison's control. Please see the personal notation, "Change to December 3, 1999" and signature of the Corcoran State Prison In-Service-Training Manager, Lt. C. M. Scavetta written on December 2, 1999 [EXHIBIT "H" attached].

Again, may I make it perfectly clear that I fear for my personal safety and that of all my family members. You have been *Officially* notified.

Your anticipated cooperation is greatly appreciated.

Respectfully submitted,

R. W. Hoffmann, Fire Fighter, C.I.

Attachments:

EXHIBIT "A"	FLSA ATTENDANCE/WORKSHEET FORM
EXHIBIT "B"	17.02 FIREFIGHTER HOURS OF WORK AND
EXHIBIT "C"	COMPENSATION (CURRENT MOU) CURRENT 17.02 FIREFIGHTER HOURS OF WORK AND
	COMPENSATION (PROPOSED MOU)
EXHIBIT "D"	BARGAINING UNIT 6, 7K PERIODS
EXHIBIT "E"	AVENAL STATE PRISON 7K WORK PERIODS
EXHIBIT "F"	NOTICE OF TERMINATION FROM LIGHT DUTY
EXHIBIT "G"	ASSIGNMENT; DECEMBER 7, 1999
EXHIBIT "H"	TRAVEL EXPENSE CLAIM FORM; DECEMBER 3, 1999 CORCORAN STATE PRISON IN-SERVICE-TRAINING
1001UV	MEMORANDUM; OCTOBER 12, 1999

cc: File

17.02 Firefighter Hours of Work and Compensation

- A. The work schedule for full-time 7k exempt Firefighters on twenty-four (24) hour shifts employed by the Department of Corrections shall be up to two hundred and sixteen (216) hours in a twenty-eight (28) day work period. The pay for this work period includes the straight time portion of overtime hours worked from two hundred and twelve (212) through two hundred and sixteen (216) hours in accordance with the provisions of the Fair Labor Standards Act.
- B. The monthly compensation pays for all hours worked in the work schedule including the straight time portion of the overtime. An additional half (½) time payment will be made for each of the four (4) hours of overtime worked each pay period. Wages will be paid in twelve (12) monthly pay warrants representing one-twelfth (1/12) of the annual wage. Monthly supplemental warrants for the remaining half (1/2) time pay will be at the appropriate half (½) time rate for the four (4) hours between two hundred and twelve (212) and two hundred and sixteen (216) hours.
- C. Each institution shall develop a Firefighter schedule which reflects the 7k exemption provided under the Fair Labor Standards Act, except NCWF and Lancaster. Each Firefighter will be notified by his or her institution that he/she has been placed in the 7k exemption waiver. Firefighter employees will not be moved in and out of the 7k exemption waiver to avoid overtime payment.
- D. All full-time 7k exempt Firefighters shall be normally scheduled nine (9) twenty-four (24) hour shifts per pay period, except Firefighters at NCWF and Lancaster. The Firefighters at NCWF and Lancaster shall be scheduled as 7k exempt as described in Section 11.12.
- E. The method of calculating the hourly wage for twenty-four (24) hour shift Firefighters is based on a two hundred and sixteen (216) hour pay period and is as follows:

The Base salary per month-216 hours-straight time hourly rate of pay

- Straight time hourly ratex1.5=overtime hourly rate of pay
- Straight time hourly rate+2=half-time rate of pay

Note: Appropriate premium/supplemental pay shall be included in the above formula to determine FLSA overtime rates.

17.02 Firefighter Hours of Work and Compensation

A. The work schedule for full-time 7k exempt Firefighters on twenty-four (24) hour shifts employed by the Department of Corrections shall be up to two hundred and sixteen (216) hours in a twenty-eight (28) day work period. The pay for this work period includes the straight time portion of overtime hours worked from two hundred and twelve (212) through two hundred and sixteen (216) hours in accordance with the provisions of the Fair Labor Standards Act.

- B. The monthly compensation pays for all hours worked in the work schedule including the straight time portion of the overtime. An additional half (2) time payment will be made for each of the four (4) hours of overtime worked each pay period. Wages will be paid in twelve (12) monthly pay warrants representing one-twelfth (1/12) of the annual wage. Monthly supplemental warrants for the remaining half (1/2) time pay will be at the appropriate half (2) time rate for the four (4) hours between two hundred and twelve (212) and two hundred and sixteen (216) hours.
- C. Each institution shall develop a Firefighter schedule which reflects the 7k exemption provided under the Fair Labor Standards Act, except NCWF_SATF, SVSP, and Lancaster. Each Firefighter will be notified by his or her institution that he/she has been placed in the 7k exemption waiver. Firefighter employees will not be moved in and out of the 7k exemption waiver to avoid overtime payment.
- D. All full-time 7k exempt Firefighters shall be normally scheduled nine (9) twenty-four (24) hour shifts per pay period, except Firefighters at NCWF, SATF, SVSP, and Lancaster. The Firefighters at NCWF, SATF, SVSP, and Lancaster shall be scheduled as 7k exempt as described in Section 11.12 11.11.
- E. The method of calculating the hourly wage for twenty-four (24) hour shift Firefighters is based on a two hundred and sixteen (216) hour pay period and is as follows:
 - Base salary per month) 216 hours = straight time hourly rate of pay
 - 2. Straight time hourly rate x 1.5 = overtime hourly rate of pay
 - 3. Straight time hourly rate) 2 = half-time rate of pay

Note: Appropriate premium/supplemental pay shall be included in the above formula to determine FLSA overtime rates.

BARGINING UNIT 6, 7K PERIODS

MONTH(S) IN WORK PERIOD

RK PERIOD WORK PERIOD

OCTOBER 05, 1998 THROUGH NOVEMBER 01, 1998

4 WEEKS IN OCTOBER

NOVEMBER 02, 1998 THROUGH NOVEMBER 29, 1998

4 WEEKS IN NOVEMBER

NOVEMBER 30, 1998 THROUGH DECEMBER 27, 1998

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DECEMBER 28, 1998 THROUGH JANUARY 24, 1999

4 WEEKS IN DECEMBER AND 3 WEEKS IN JANUARY

JANUARY 25, 1999 THROUGH FEBRUARY 21, 1999

I WEEK IN JANUARY AND 3 WEEKS IN FEBRUARY

FEBRUARY 22, 1999 THROUGH MARCH 21, 1999

1 WEEK IN FEBRUARY AND 3 WEEKS IN MARCH

MARCH 22. 1999 THROUGH APRIL 18, 1999

3 DAYS AND 1 WEEK IN MARCH 2 DAYS AND 2 WEEKS IN APRIL

APRIL 19. 1999 THROUGH MAY 16, 1999

2 WEEKS IN APRIL AND 2 WEEKS IN MAY

MAY 17, 1999 THROUGH JUNE 15, 1999

2 WEEKS AND 1 DAY IN MAY 4 DAYS AND 1 WEEK IN JUNE

JUNE 14, 1999 THROUGH JULY 11, 1999

2 WEEKS AND 3 DAYS IN JUNE 2 DAYS AND 1 WEEK IN JULY

JULY 12, 1999 THROUGH AUGUST 08, 1999

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AUGUST 09, 1999 THROUGH SEPTEMBER 05, 1999

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OCTOBER 04, 1999 THROUGH OCTOBER 31, 1999

4 WEEKS IN OCTOBER

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Page 14 of 16

DEPARTMENT OF CORRECTIONS

Avenal State Prison P.O. Box 8 Avenal, CA 93204



December 7, 1999

Richard Hoffmann P.O. Box 7253 Napa, CA 94558

Dear Mr. Hoffman:

Per your treating physician's note dated November 3, 1999, you were offered a light duty assignment which began November 15, 1999. While on that assignment you had several absences that were discussed with you by Sally McVicar, acting Health and Safety Officer. You indicated that you would try to improve your attendance. However, your attendance continues to be a problem.

It is apparent that you are not able or willing to perform the duties of your light duty assignment. This letter will serve as notice that as of December 13, 1999, your assignment will end. After that date you can either return to work full duty if authorized by your treating physician or you can go off on sick leave with substantiation attached to your 998's.

If I can be of assistance to you or can answer any questions for you, please do not hesitate to contact me at (559) 386-6011 or extension 5034.

Bonnie Massey

10

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114 MIL

Health & Safety Officer

nnie Massey

cc: L. Rodriguez W. Mayfield A. Pyle

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MEMORANDUM





In-Service Training Department

Date:

October 12, 1999

To:

Mickey Paulao

Regional PFIPP Coordinator

From:

C.M. Scavetta

IST Manager, CSP-Corcoran

Subject:

PFIPP Testing Dates

I am respectfully requesting the following dates and hours for the PFIPP ROUND I testing at CSP-Corcoran:

September 9, 1999 September 10, 1999 September 11, 1999

Thursday 0600-1800 Friday 0600-1800

Saturday 0600-1500

I am respectfully requesting the following date and hours for the PFIPP ROUND II testing at CSP-Corcoran:

December 2, 1999

Thursday 0600-1300

TANGE TO DECEMBER 3/9/19

Your attention in this matter is highly appreciated. Thank you for your assistance in this matter. If you have any questions please contact me at (559) 992-7348.

C.M. Scavetta

In-Service Training Manager